

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
COLUMBUS DIVISION**

In Re:	Case No. 17-51532
Robert J Ralston Carrie N Ralston	Chapter 7
Debtors.	Judge C. Kathryn Preston

---

**MOTION FOR RELIEF FROM STAY REGARDING PROPERTY KNOWN AS: 2015  
KIA SEDONA VIN: KNDMB5C12F6021080**

---

Gateway One Lending & Finance ('Movant'), by and through its counsel, moves this Court under §362 and other sections of the Bankruptcy Code for an order terminating the automatic stay imposed by §362 of the Bankruptcy Code with respect to certain property owned by the Debtor(s) in which Movant has a security interest. In support of this Motion, Movant states as follows:

**MEMORANDUM**

1. On March 16, 2017, Robert J Ralston and Carrie N Ralston ('Debtors') filed a petition for relief under Chapter 13 of the Bankruptcy Code. On March 20, 2019, this converted to Chapter 7.
2. Prior to the filing of the bankruptcy petition, on December 22, 2014, Movant was granted a security interest in certain property owned by the Debtors. The lien is on the property commonly known as a 2015 KIA SEDONA VIN: KNDMB5C12F6021080 (the 'Property'). A copy of the Retail Installment Contract is attached as Exhibit A.
3. The Certificate of Title was filed with the Ohio Bureau of Motor Vehicles on December 22, 2014 per the attached Vehicle Title – Exhibit B.
4. Upon information and belief, there are no other lien holders with respect to the Property.

5. The value of the Collateral is \$14,375.00. This valuation is based on NADA. A copy of this valuation is attached as Exhibit C.
6. As of April 4, 2019, there is currently due and owing on the Note the outstanding balance of \$24,876.45, plus interest accruing thereon at a rate of 6.99% per annum.
7. In the event the Order granting this Motion for Relief from Stay is entered, the provisions of Bankruptcy Rule 4001(a)(3) shall be waived and said Order shall be effective immediately.
8. The Movant is entitled to relief from stay for these reasons:
  - a. Debtor is delinquent in direct payments in the amount of \$13,886.47 from March 2018 through March 2019. Per debtors Statement on Intent filed on March 22, 2019, intent is to Surrender.
  - b. The rights and interest of the Movant are not being protected and the Property's value is decreasing, thus further harming the Movant.
9. This motion does not affect the rights of the Chapter 7 Trustee.

WHEREFORE, Movant prays for an Order from the Court granting Movant relief from the automatic stay of §362 of the Bankruptcy Code to permit Movant to proceed with its State Law rights and for such other further relief to which the Movant may be entitled.

Respectfully Submitted,

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)  
Sottile & Barile, Attorneys at Law  
P.O. Box 476  
Loveland, OH 45140  
Phone: 513.444.4100  
Email: bankruptcy@sottileandbarile.com  
Attorney for Movant

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Motion was served **electronically** on April 4, 2019 through the Court's ECF System on all ECF participants registered in this case at the e-mail address registered with the Court

And by **ordinary U.S. Mail** on April 4, 2019 addressed to:

Robert J Ralston, Debtor  
281 Butterfly Drive  
Sunbury, OH 43074

Carrie N Ralston, Debtor  
281 Butterfly Drive  
Sunbury, OH 43074

/s/ Molly Slutsky Simons  
Molly Slutsky Simons (0083702)  
Attorney for Movant

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
COLUMBUS DIVISION**

In Re: Case No. 17-51532

Robert J Ralston  
dba Big Walnut Lawncare, LLC

Chapter 7

Carrie N Ralston

Debtors.

Judge C. Kathryn Preston

---

**NOTICE OF MOTION FOR RELIEF FROM STAY REGARDING PROPERTY  
KNOWN AS: 2015 KIA SEDONA VIN: KNDMB5C12F6021080**

---

Gateway One Lending & Finance, a Creditor herein, has filed a Motion for Relief from the Automatic Stay with respect to your 2015 KIA SEDONA VIN: KNDMB5C12F6021080, in this bankruptcy case.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant relief from the automatic stay, or if you want the court to consider your views on the Motion, within 21 days from the service date of this motion, you or your attorney must:

File with the court a written response or an answer, explaining your position at:

United States Bankruptcy Court  
170 North High Street  
Columbus, OH 43215

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the deadline stated above.

You must also send a copy of your response either by the Court's ECF filing system or by U.S. Mail to:

Molly Slutsky Simons  
Sottile and Barile, Attorneys at Law  
P.O. Box 476  
Loveland, OH 45140  
bankruptcy@sottileandbarile.com  
Counsel for Movant

Brian D. Wood  
Wood & Brewer, LLC  
470 Olde Worthington Road, Suite 200  
Westerville, OH 43082  
614-410-6877  
Fax: 888-560-1002  
Email: bwood@woodbrewerlaw.com  
Debtor's Counsel

Frederick M Luper  
1160 Dublin Road, Suite 400  
Columbus, OH 43215  
614-221-7663  
Chapter 7 Trustee

Asst US Trustee (Col)  
170 North High Street, Suite 200  
Columbus, OH 43215  
USTPRegion09.CB.ECF@usdoj.gov  
Office of the US Trustee

Robert J Ralston  
281 Butterfly Drive  
Sunbury, OH 43074

Carrie N Ralston  
281 Butterfly Drive  
Sunbury, OH 43074

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting the relief requested.

Respectfully Submitted,

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)  
Sottile & Barile, Attorneys at Law  
P.O. Box 476  
Loveland, OH 45140  
Phone: 513.444.4100  
Email: bankruptcy@sottileandbarile.com  
Attorney for Creditor

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Notice of Motion was served **electronically** on April 4, 2019 through the Court's ECF System on all ECF participants registered in this case at the e-mail address registered with the Court

And by **ordinary U.S. Mail** on April 4, 2019 addressed to:

Robert J Ralston, Debtor  
281 Butterfly Drive  
Sunbury, OH 43074

Carrie N Ralston, Debtor  
281 Butterfly Drive  
Sunbury, OH 43074

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)  
Attorney for Creditor

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

DEAL# 4037642

Dealer Number

Contract Number

Buyer Name and Address (Including County and Zip Code) ROBERT J RALSTON 56 N CHALFANT RD NEWARK OH 43055 LICKING	Co-Buyer Name and Address (Including County and Zip Code) CARRIE RALSTON 56 N CHALFANT RD NEWARK OH 43055 LICKING	Creditor/Seller Name and Address RICART PROPERTIES 4255 S. HAMILTON RD COLUMBUS, OH 43227
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us") in this contract the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

NEW/USED/LEASE	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
NEW	2015	RIA SEDONA	R10MD SC12P 6021080	<input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 48	<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment.
6.99 %	\$ 8450.98	\$ 35103.02	\$ 43554.00	\$ 43554.00

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
75	\$80.72	Monthly beginning 02/05/2015
Or As Follows:		

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information.** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

TERMINATION OF AMOUNT FINANCED	
1. Cash price of vehicle, accessories, and taxes	\$ 31360.38 (1)
2. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):	
A. Government taxes not included in line 1 above	\$ N/A
B. Government license and/or registration fees	\$ N/A
C. Government certificate of title fee	\$ 15.00
D. Net trade-in payoff to: <u>WELLSFARGO</u>	\$ 2882.64
E. Optional Gap Contract	\$ 785.00
F. Documentary Fee	\$ 250.00
G. Other charges (Seller must identify who is paid and describe purpose.)	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
to _____ for _____	\$ N/A
Total other charges and amounts paid to others on your behalf	\$ 3742.64 (2)
3. Total cash price (1 + 2)	\$ 35103.02 (3)
4. Downpayment 7000.00	12682.64
Gross trade-in \$ _____	\$ _____
+ net trade-in \$ -5682.64 cash	\$ -2000.00
+ other (describe) <u>REBATE</u>	\$ -1000.00
Total downpayment - (if negative enter "0" and see line 2D above)	\$ 0.00 (4)
5. Unpaid balance of cash price (3 minus 4)	\$ 35103.02 (5)
6. Insurance	
A. Cost of optional credit insurance paid to the insurance company or companies	
Life _____	\$ N/A
Disability _____	\$ N/A
B. Other optional insurance paid to insurance company or companies	\$ N/A
Total insurance charges	\$ N/A
7. Amount financed (unpaid balance) (5 + 6)	\$ 35103.02 (6)
8. Finance charge	\$ 8450.98 (7)
9. Total of payments (line balance) (7 + 8)	\$ 43554.00 (9)
Amount of Security Interest Recording Fee Paid in Cash \$ _____	\$ N/A

OPTIONAL GAP CONTRACT: A gap contract (also called valuation contract) is not required to obtain credit. It will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 2E of the Termination of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.	
Term	75 Mos. <u>36</u> Mos.
I want to buy a gap contract.	
Buyer Signs <u>X</u>	Name of Gap Contract _____

OPTION: <input type="checkbox"/> You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year. SELLER'S INITIALS _____	
<b>Limited Right to Cancel</b>	
<input checked="" type="checkbox"/> <b>Not checked, a limited right to cancel applies:</b>	
You agree that we have _____ days from the date you sign this contract to assign this contract. If we are unable to assign this contract within this time period, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. Please see the back of this contract for important terms of this limited right to cancel.	
Buyer Initials <u>CR</u>	Co-Buyer Initials _____

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees, if this contract is subject to the limited right to cancel described above, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Seller Signs X Co-Buyer Signs X  
If any part of this contract is not valid, all other parts stay valid. We may delay or refuse to honor any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending this time for making others.

See back for other important agreements.  
**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.  
Buyer Signs X Seller Signs X Co-Buyer Signs X  
Date: 12/22/2014 Date: 12/22/2014 Date: 12/22/2014

Other owner signs here <u>X</u>	Address _____
Seller signs <u>RICART PROPERTIES</u>	Date: <u>12/22/2014</u>
Seller assigns its interest in this contract to <u>CANTOWAY ONE LENDING &amp; FINANCE</u> (Assignee) under the terms of Seller's agreement(s) with Assignee.	
Assigned with recourse <u>RICART PROPERTIES</u>	Assigned with recourse _____
Seller _____	By _____ Title _____

**LAW** Form No. 633-01-0001 (REV. 10-01-10) 10-01-10  
©2011 The American and English Legal Publishers, Inc. All rights reserved. Printed in the United States of America. 10-01-10  
PRINTED FOR PURPOSE OF THE PUBLIC. CONSULT YOUR OWN LEGAL COUNSEL.

Insurance: You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:	
Optional Credit Insurance	
<input type="checkbox"/> Credit Life <input type="checkbox"/> Buyer <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Both	
<input type="checkbox"/> Credit Disability <input type="checkbox"/> Buyer <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Both	
Premium:	
Credit Life \$ <u>N/A</u>	
Credit Disability \$ <u>N/A</u>	
Insurance Company Name _____	
Home Office Address _____	

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 6A of the Termination of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay if you die in this contract. If you make late payments, credit disability insurance does not cover payments by your payment due in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the next payment unless a different term for the insurance is shown below.

Other Optional Insurance	
<input type="checkbox"/> Type of insurance _____ Term _____	
Premium \$ <u>N/A</u>	
Insurance Company Name _____	
Home Office Address _____	
<input type="checkbox"/> Type of insurance _____ Term _____	
Premium \$ <u>N/A</u>	
Insurance Company Name _____	
Home Office Address _____	

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

Buyer Signature _____	Date: <u>12/22/2014</u>
Co-Buyer Signature _____	Date: <u>12/22/2014</u>

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

**Returned Check Charge:** You agree to pay a charge not to exceed \$50 if any check you give us is dishonored.







Collateral Management Services  
9750 Goethe Road | Sacramento, CA 95827  
www.dealertrack.com

## Gateway One

# Lien and Title Information

### Lienholder

---

**ELT Lien ID** FDI1001208012372  
**Lienholder** GATEWAY ONE LENDING & FINANCE  
**Lienholder Address**  
P O BOX 1013  
ATWOOD, CA 92811  
**Lien Release Date**

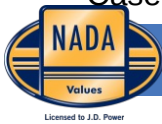
### Vehicle and Titling Information

---

<b>VIN</b>	KNDBM5C12F6021080	<b>Issuance Date</b>	
<b>Title Number</b>	2302018376	<b>Received Date</b>	12/31/2014
<b>Title State</b>	OH	<b>ELT/Paper</b>	ELECTRONIC
<b>Year</b>	2015	<b>Odometer Reading</b>	48
<b>Make</b>	KIA	<b>Branding</b>	
<b>Model</b>			
<b>Owner 1</b>	ROBERT J RALSTON		
<b>Owner 2</b>			
<b>Owner Address</b>			
56 N CHALFANT RD			
NEWARK, OH 43055			

---

**Printed:** Wednesday, March 22, 2017 1:11:30 PM PST



Gateway One Lending and Finance

175 N Riverview Dr  
Anaheim, CA 92808  
7149214988  
viviana.perea@gatewayonelending.com

## Vehicle Information

**Vehicle:** 2015 Kia Sedona Extended Passenger  
Van LX 3.3L V6

**Region:** Eastern

**Period:** April 3, 2019

**VIN:** KNDMB5C12F6021080

**Mileage:** 57,500

**Base MSRP:** \$28,100

**Typically Equipped MSRP:** \$29,195

**Weight:** 4,411



## NADA Used Cars/Trucks Values

Auction*	Base	Mileage Adj.	Option Adj.	Adjusted Value
Low	\$9,700	\$138	N/A	<b>\$9,838</b>
Average	\$11,775	\$138	N/A	<b>\$11,913</b>
High	\$13,875	\$138	N/A	<b>\$14,013</b>
<b>Trade-In</b>				
Rough	\$10,100	N/A	N/A	<b>\$10,100</b>
Average	\$11,300	N/A	N/A	<b>\$11,300</b>
Clean	\$12,275	N/A	N/A	<b>\$12,275</b>
<b>Clean Loan</b>				
Clean Loan	\$11,050	N/A	N/A	<b>\$11,050</b>
Clean Retail	\$14,375	N/A	N/A	<b>\$14,375</b>

\*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

## Selected Options

Aluminum/Alloy Wheels

Trade-In/Loan  
w/body

Retail  
w/body